REMARKS

Claims 1-19 are pending in this application. Applicants respectfully request reconsideration of the rejection.

Claims 1-19 stand rejected under 35 U.S.C. 102(e) as anticipated by Published U.S. Patent Application 2002/0090934 to Mitchelmore filed on November 20, 2001. Applicants submit that Mitchelmore fails to teach or to even suggest the limitations of independent claims 1 and 19.

Independent claim 1 recites, *inter alia,* a "build-to-order configuration engine for communicating with developers, coordinating software licensing, arranging software downloads and preventing conflicts." The Office Action relies on paragraphs 8, 18-19, 65, 100, 178, 181 and 183 of Mitchelmore for teaching the above limitation. However, the above referenced paragraphs fail to disclose or even suggest a "built-to-order configuration engine" for "communicating with developers, coordinating software licensing, arranging software downloads and preventing conflicts" as set forth in claim 1.

Specifically, paragraph 8 relates to offering licensed development platforms and paragraph 18 relates to providing more effective and efficient content delivery. Further, paragraph 19 relates to an embodiment which allows for content developers to "generate, monitor and manage revenue" and paragraph 65 relates to a graphical user interface which provides for data entry. Paragraph 100 describes a subscription manager that may be compatible with other technologies and may be implemented using these technologies. Paragraph 178 relates to a content developer administering details of an application. The administration may include posting a subset of details, relating to an application, on an associated server. Paragraph 181 relates to requesting application files directly from a developer's server. Lastly, paragraph 183 relates to

2

installation packages and indicates that the installation packages may be implemented using various technologies or they may be compatible with various technologies. However, all of these paragraphs fail to provide a "built-to-order configuration engine" for "communicating with developers, coordinating software licensing, arranging software downloads and preventing conflicts." For example, none of the above identified paragraphs mention "preventing conflicts." Instead, paragraphs 100 and 183 indicate that the subscription manager and the installation packages may be compatible with other technology, but these paragraphs do not mention the prevention of conflicts. Thereby, Mitchelmore at least fails to provide a built-to-order configuration engine for preventing conflicts.

Further, the Office Action quotes paragraphs 18 and 183 of Mitchelmore as disclosing a "built-to-order configuration engine" for "communicating with developers, coordinating software licensing, arranging software downloads and preventing conflict." However, as previously noted, neither of these paragraphs, for example, provide a "built-to-order configuration engine" for "preventing conflicts." Thus, Mitchelmore fails to teach all of the limitations of independent claim 1 and does not thereby anticipate claim 1. Furthermore dependant claims 2-18 depend from independent claim 1 and recite further limitations not found in Mitchelmore, or other prior art cited but not relied upon by the Examiner. Applicant respectfully requests that the rejection of claims 1-18 be traversed.

Independent claim 19, *inter alia*, recites "querying the handheld device to ensure sufficient memory is available and reporting an error back to the user if necessary." Paragraphs 100 and 182 of Mitchelmore are relied upon to anticipate the action of querying to determine whether sufficient memory is available to accommodate the software. Specifically, paragraph 100 describes that the subscription manager may be compatible with other technologies and may be implemented using

these technologies and paragraph 182 relates to notifications (e.g., promotional messages) that appear on the handheld device. However, at no point in paragraphs 100 and 182 or elsewhere in the entire Mitchelmore publication is the amount of memory queried. Furthermore, Mitchelmore does not discuss reporting to the user the need for additional memory, such as a memory card, if sufficient memory is not available, as recited in claim 19. Applicants are puzzled by the Office Action's repeated reliance on paragraphs 100 and 182 which clearly do not relate to querying a handheld device to ensure sufficient memory is available. As a result, Mitchelmore fails to disclose all the limitations of independent claim 19. Thereby, Applicants respectfully request the rejection of claim 19 be withdrawn.

In view of the previously filed amendment and the above arguments, Applicants believe the pending application is in condition for allowance, and that reconsideration of these Arguments and withdrawal of the Final Office Action is highly merited.

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Respectfully submitted,

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